June 17, 2009

SUBJECT: Request for Proposals (RFP) FNS-09-190

Dear GSA Schedule holder:

United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) anticipates awarding a Task Order under Schedule 874 Mission Oriented Business Integrated Services (MOBIS), Special Identification Number (SIN) 874-1 MOBIS Consulting Services for the procurement of services to conduct a study comparing shopping and redemption patterns among Supplemental Nutrition Assistance Program participants before and after the implementation of the American Recovery and Reinvestment Act (ARRA) of 2009.

The duration of the Task Order shall be fourteen (14) months from date of award with an estimated dollar value not to exceed \$350,000. FAR 8.4 procedures shall apply.

Please note, this procurement is funded by ARRA appropriations. Therefore, offerors are encouraged to review the attendant ARRA contract clauses and reporting requirements. (See, Section I Contract Clauses)

The closing date for receipt of proposals is 2PM Eastern Standard Time, July 20, 2009.

Thank you in advance and we look forward to reviewing your proposal!

Palmer

Sincerely.

Patricia Palmer Branch Chief

Food and Nutrition Service

Please send questions regarding the solicitation to david.mugan@fns.usda.gov. All written questions must be received no later than 4PM Eastern Standard Time, July 8, 2009.

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#### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### **B.1 SERVICES NONPERSONAL**

The contractor shall provide all management, supervision, labor and equipment, and shall plan, schedule, coordinate and assure effective performance of all services/tasks as described herein.

The period of performance is fourteen (14) months from date of award.

The Government anticipates awarding a fixed price Task Order.

#### **PRICING**

For Task Order pricing, (1) insert the labor category, rate, total number of labor hours used to complete Subtasks 1.1 thru 8.2 and the extended total, (2) insert the fixed price for each task (including any other direct costs), and (3) insert Other Direct Costs where applicable.

(1)

GSA Labor Category	Rate	Hours	Total
	<u> </u>		
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		<del>-</del>	

(2)

SUBTASK	DESCRIPTION	FIXED PRICE
1.1	Submit draft meeting agenda to FNS	
1.2	Conduct orientation meeting at FNS	
1.3	Submit draft meeting summary to FNS for comments/review	
1.4	Submit final meeting summary incorporating FNS comments	
2.1	Submit draft revised study plan	
2.2	Submit final study plan	
3.1	Submit memorandum on status of acquired data	
4.1	Submit draft tables for analysis – household transactions – ALERT data/ STARS data	
4.2	Submit draft tables for analysis – with household transactions and Quality Control (QC) sample merged	

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4.3	Submit final version of all analytical tables	
5.1	Submit draft memo on selected EBT redemption	* ***
	data analysis findings	
5.2	Submit final memo on selected EBT redemption	
	data analysis findings	
5.3	Submit draft analysis report	
5.4	Submit revised analysis report	
6.1	Submit CD ROMs with Data and code book	
7.1	Submit draft report (narrative summary, graphs	
	and key tables)	
7.2	Brief FNS on findings	
7.3	Submit revised draft report	
7.4	Submit final report	
8.1	ARRA reporting	
8.2	Submit monthly progress reports (Quantity of 12	
	from August 09 – August - 10)	
TOTAL		

(3)

# Other Direct Costs (ODCs):

Description	Quantity	Units	Price	Total

Task Order Total: \$	Total: \$
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(Note, the table format is not limited, add additional rows as appropriate.)

When applicable, travel costs shall be calculated and reimbursed using the per diem rate schedule established by GSA.

#### **B.2 SUPPLIES OR SERVICES TO BE PROVIDED**

This procurement provides for the acquisition of services under GSA Schedule 874 Mission Oriented Business Integrated Services (MOBIS), SIN 874-1 MOBIS Consulting Services, specifically, "studies, analyses".

#### SECTION C DESCRIPTIONS/SPECS/WORK STATEMENT

#### C.1 GENERAL OVERVIEW

The Supplemental Nutrition Assistance Program (SNAP, formerly known as the Food Stamp Program) is designed to help low-income households obtain a more nutritious diet through normal channels of trade. SNAP is also an important tool for reducing food insecurity. The role of SNAP for those most in need has never been more relevant than

under the current economic downturn. The SNAP caseload has been increasing and in February 2009, approximately 32.6 million or 1 in 9 Americans received SNAP benefits.

The American Recovery and Reinvestment Act (ARRA) of 2009 provides additional funding for SNAP that is expected to put more healthy food within reach for the millions of low-income Americans who rely on these crucial benefits. As a result of ARRA, starting in April 2009, benefits increased for all SNAP recipients, including new enrollees. The maximum allotment increased by 13.6 percent which is initially equivalent to an additional \$80 per month for most families of four. Over time, the expected impact of the stimulus will decrease as food prices increase.

ARRA-related increases in benefits are being added to participants' SNAP accounts as part of their monthly issuance and redeemed through the use of electronic benefit cards at the point-of-sale. The detailed transaction data generated by the Electronic Benefit Transfer (EBT) systems provides an opportunity to compare shopping and redemption patterns among SNAP participants before and after the implementation of ARRA. This project will acquire a nationally representative sample of EBT transaction data for a six month period before the ARRA benefit increases took effect (October 2008 through March 2008) and after (April 2009 through September 2009). The analysis of EBT transaction data will be used to describe patterns of SNAP benefit redemption including the types of stores used by participants, frequency of shopping trips, timing of benefit redemption exhaustion, and benefit carryover. Where applicable, the project will merge transaction data with household data to determine if redemption patterns vary by household characteristics.

#### C.2 PROGRAM-SPECIFIC DETAILS

The SNAP EBT system allows States to authorize benefit use by participating households and enables recipients to authorize the transfer of their government benefits from a federal account to a retailer account in order to pay for eligible food purchases. EBT enables recipients to access benefits by using a magnetic strip card and a personal identification number at the point-of-sale.

EBT systems are designed to gather and transmit the information needed to process and verify electronic transfers of SNAP benefits. Each state selects an EBT processor to handle this operation. The EBT processor receives and acts on every individual transaction between SNAP households and food retailers. On a monthly basis, the EBT processor stores and sends an electronic record of these transactions to FNS. For every food purchase paid through SNAP benefits, the records include the purchaser's household ID, ID for the food store where the transaction occurred, point-of-sale terminal at which the transaction took place, date and time of the transaction, dollar amount of the transaction, and the household's available balance prior to the transaction. The record also shows whether the State in which the transaction occurred

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was the recipient's home state, and whether the transaction was a purchase, refund, balance-inquiry, etc.<sup>1</sup>

While the records from the EBT processor include both store and household IDs, the characteristics of stores and households are not included in the EBT processor information. Electronic data on stores are kept by FNS and include such items as store name and address, store type (e.g., supermarket, convenience store), total monthly redemptions, and related items (e.g., estimates of food sales).

Data on the characteristics of a national sample of participating households shall be obtained using either SNAP Quality Control Review (QC) Data, which includes such items as the number of household members and their ages, gender, ethnicity of the household head, and household earning information (which can serve as a proxy for employment status), or from obtaining State SNAP participant administrative data.

This project will be modeled generally on the most recent FNS analysis of EBT redemption patterns with respect to data sources, variable definition, file construction and analytic approach. Details, including a description of the steps needed to create analysis files and associated challenges can be found in "An Analysis of Food Stamp Benefit Redemption Patterns" (Cole and Lee, 2005). This report and detailed tables are available on the FNS website at:

http://www.fns.usda.gov/oane/MENU/Published/SNAP/ProgramOperations.htm

#### C.3 GOVERNMENT OBJECTIVES

#### Government objectives include:

- 1. Determine whether the ARRA-related increase in SNAP benefits is related to any change in household transaction patterns. The question of most interest is whether or not SNAP households stretch their benefits further through the month following the introduction of the economic stimulus. This analysis would include a national, as well as state-level analyses of how participants redeem their SNAP benefits including the:
  - number and types of stores frequented by clients,
  - timing and amount of purchases during the month,
  - frequency and rate of benefit exhaustion during the month, and
  - amount of benefits carried over into the following month.
- Identify redemption patterns across vendors and examine whether the increase in SNAP benefits shifts spending patterns across different types of authorized SNAP vendors.

<sup>1</sup> Note: The data do not include information on food items purchased with EBT benefits; only the total SNAP benefit used on each shopping trip is recorded.

3. In states for which household characteristics can be linked with EBT transactions, identify and compare redemption patterns across demographic subgroups (e.g., household size; households with/without earnings; families with/without children; geographic region and state.)

#### C.4 SCOPE OF WORK

This proposed study is based on extant data. The first two objectives can be addressed through the analysis of ALERT (Anti-fraud Locator for EBT Redemption Transaction systems) and STARS (Store Tracking and Redemption Subsystem) data. The former provides information on type of transaction and associated dollar amount, date, time and location. STARS data will be used to assign store type to ALERT transaction and identify the location of the store where purchases were made. The third objective requires linking household transaction data to characteristics data from the SNAP Quality Control sample and both household and store location data to Census data on community characteristics.

FNS will provide SNAP QC and STARS data for fiscal year (FY) 09, as well as EBT transaction data for each month of FY09. However, some additional steps will be needed to create data files that can be used to address study objectives and research questions.<sup>2</sup>

Household identifiers on EBT transaction files and QC data are not identical. The contractor shall work with state agencies and/or their EBT vendors to obtain the information necessary to link purchase and characteristics data. A description of efforts required to complete this step are described in Cole and Lee (2005). Note that there will be some variability across states and vendors with respect to what information is needed. FNS intends for the contractor to link these data for each state but acknowledges that this may not be possible for a small number of states. It may be necessary to consider obtaining administrative data for the small number of states for which linking of EBT transaction files and SNAP QC files is problematic.

Determining patterns of benefit exhaustion requires information about EBT issuance. However, ALERT data do not contain the benefit issuance dates needed. In order to impute issuance dates, state issuance schedules will need to be obtained. In order to assess the accuracy of imputations, imputed dates must be compared to actual dates for the subset of households in the matched QC-transaction file.

The focus of this analysis is to compare redemption patterns before and after the implementation of ARRA. These comparisons must include:

Redemption patterns in April 2009 versus March 2009.

<sup>&</sup>lt;sup>2</sup>See "Analysis of EBT Redemption Patterns: Methods and Detailed Tables" http://www.fns.usda.gov/oane/MENU/Published/SNAP/ProgramOperations.htm.

- Redemption patterns observed in the 1<sup>st</sup> quarter of implementation (April 2009 through June 2009) versus the quarter immediately preceding implementation (January 2009 through March 2009).
- Redemption patterns seen in the 1<sup>st</sup> quarter following the ARRA-related increases in benefits and the patterns observed in the 2<sup>nd</sup> quarter (July September 2009) the point at which any effect on household shopping pattern are expected to take place.
- Redemption patterns observed in the six months preceding ARRA and the first 6 months of implementation.

In addition, the following research questions provide the basic set of variables to examine in this study but are not necessarily exhaustive:

What are the redemption patterns of participants before and after the implementation of ARRA (April 1, 2009)?

- A) Which types of stores do SNAP participants use to redeem their benefits (urban, rural, store type)?
- B) What are the patterns of benefit exhaustion, benefit carry over and account inactivity?
  - What percent of benefits are used within 1 day, 1 week, 2 weeks and 3 weeks from issuance?
  - How long from issuance do participants exhaust their benefits?
  - What percentage of participants carries benefits over to the next issuance? What's the average amount of benefit carry over from one month to the next?
- C) In what amounts do SNAP participants redeem their benefits?
  - What is the mean, median, and range of SNAP purchase amounts?
  - What is the mean, median, and range of transaction amounts?
  - How does size of purchase amount vary over the course of the month?

How do SNAP redemption patterns vary by household characteristics before and after ARRA?

- A) What variations exist in redemption patterns based on household characteristics?
  - Age
  - Gender
  - Race/Ethnicity
  - Household Composition

- · Household Income amount and source
- Employment Status and Earnings
- Disability Status
- Citizenship Status
- Benefit Amount
- B) What variations exist in redemption patterns based on characteristics of neighborhoods in which SNAP households reside?
  - Prevalence of Poverty.
  - Persistence of Poverty
  - Population Density
  - Geographic Region

#### C.5 STATEMENT OF WORK (SOW)

# C.5.1 Contract and Technical Orientation (Task 1)

Within the first week of award, the contractor shall hold a telephone discussion with FNS to schedule the orientation, discuss the agenda, and decide who will attend. Within two weeks of the award of this task order, the contractor shall meet with FNS staff from Contracts, SNAP and the Office of Research and Analysis (ORA) in Alexandria, Virginia to refine expectations for the project, initiate working relations, review the Study Plan in the Contractor's proposal, clarify any limitations on study approach and/or data processing, and review the schedule of products to be delivered under this task order: The contractor shall designate key staff members working on this task order to attend this meeting. The meeting shall cover, but not be limited to:

- An overview of contract management requirements to be provided by the FNS Contracting Officer's Representative (COR);
- Reviewing the schedule of deliverables;
- Establishing protocols for communication between FNS and the contractor and between the contractor and the States:
- Providing the contractor with any additional information on the task.

Within one week after the orientation meeting, the contractor shall provide FNS with a draft summary of the meeting and the decisions made at that meeting. The final meeting summary will be provided to FNS within two weeks of the meeting.

# C.5.2 Revise the Study Plan (Task 2)

The contractor shall make revisions and further elaborate on the study plan included in the Technical Proposal. Specifically, the revised study plan will address any issues or fine tuning associated with data acquisition and preparation, research design and analysis plans. The deliverable shall include a discussion on shopping and redemption patterns that will be included in the analysis, and an explanation as to how the findings will be presented to FNS. <sup>3</sup> The contractor shall also provide FNS with table shells of analyses to be conducted. Revisions to the study plan shall not result in either a change in the study scope or cost. The draft plan is due in week 8 and the final plan is due in week 12.

# C.5.3 Collect and Merge Data to Create Analysis Files (Task 3)

The contractor shall receive and FNS will provide a copy of:

# a) SNAP Quality Control Data (SNAP QC)

FNS will provide the contractor with SNAPQC Data for FY 2009 in February 2010. These data are based on a national probability sample that varies from year to year and includes approximately 48,000 to 50,000 participating SNAP households. For each household, data is provided on key SNAP participation events and benefit amounts, household composition and other demographics, as well as household income, income sources and some expenses. The contractor shall work with States and their EBT vendors to obtain whatever information is necessary to link households in the SNAP QC and ALERT files.

#### b) Data on Household EBT Transactions

FNS will provide the contractor with extracts from the ALERT or EBT transaction files corresponding to FY2009. Unlike SNAP QC data, these data extracts will be available by mid-November 2009. Each transaction contains the store ID, household account number, EBT card number, transaction type, time and amount. It is expected that there will be more than 2.8 million transactions per month per state during the period being studied.

#### c) <u>Data on Authorized Food Retailers</u>

The contractor shall receive FY2009 data from FNS in October 2009 on the universe of food retailers authorized to participate in SNAP. Currently, these data are kept in a single file within the STARS retailer database and include basic descriptive information on each authorized retailer.

# d) Data from States on EBT Issuance Patterns and Policies

The contractor shall collect information on state EBT issuance policies in order to identify benefit issuances in the transaction data and benefit exhaustion patterns. This will involve contacting State stakeholders soon after contract award to insure availability of the information for incorporation into the data files. Protocols for contacting states will be addressed in the orientation meeting (subtask 1).

<sup>&</sup>lt;sup>3</sup> The contractor shall provided a document listing the patterns for analysis and the data needed to conduct the analysis. The identified patterns should be guided by research on shopping patterns among the general population, and shopping patterns of low-income individuals. --

In addition, the contractor shall acquire a database of census information organized by ZIP code to conduct neighborhood poverty analysis and determine population density.

Data from each source shall be cleaned and merged into analysis files. In general, the data included in the analysis file *shall not* include data identifying specific persons or store names, and shall not constitute a system of records under the Privacy Act.

The contractor shall submit a memorandum on the status of the acquired data by week 32 of award.

### C.5.4 Prepare Tables (Task 4)

By week 35 of award, the contractor shall provide a set of initial tables describing household transaction patterns, at the national level and by state, that are based on analyses of the ALERT and STARS data. The contractor shall perform this analysis as updated in the Revised Work Plan. The analysis should be guided by the project's objectives and thoroughly address the research questions. The analysis should provide a clear explanation of the data (including descriptive statistics such as standard errors, and estimates of significance). Changes to these tables shall be made to reflect FNS comments.

Once QC and ALERT files have been merged as part of Task 3, the contractor shall provide an additional set of tables describing household transaction patterns by household and community characteristics. The contractor shall perform this analysis as updated in the Revised Work Plan. The analysis should be guided by the project's objectives and thoroughly address the research questions. The analysis should provide a clear explanation of the data (including descriptive statistics such as standard errors, and estimates of significance). These tables are due in week 43. Final tables will include the tables generated from the analyses of the ALERT and STARS data as well as the tables generated after the data were merged. These final tables shall reflect the comments FNS provided on the draft tables and are due in week 48.

#### C.5.5 Analysis Reporting (Task 5)

The contractor shall provide a draft memorandum in week 33 and the final memorandum in week 37 describing the initial findings of the ALERT/EBT analyses.

Based on the analysis completed at part of Subtask 4, the contractor shall submit a draft analysis report in week 48 and the revised analysis report after incorporating FNS comments in week 52.

This report shall include the following:

- An overview of study methods that describes the information sources, creation of the study data files, including imputation, as well as the approach to calculating key variables like unspent issuance and cumulative benefit carryover.
- A detailed technical appendix that describes how the data were acquired, cleaned matched and merged to produce analysis files, along with a complete description of problems encountered steps taken to resolve and outcomes.
- An appendix that includes a final set of tables.

The revised analysis report will be incorporated as an appendix in the final deliverable for Subtask 7.

# C.5.6 Provide Data and Codebook (Task 6)

In week 48, the contractor shall provide FNS with two sets of CD-ROMs containing the final data sets used to produce the analyses. Documentation shall include:

- file structure (data set name, record format, record length, block size, and number of records);
- codebook (record layout including variable names, variable definitions, variable format, variable labels and missing values);
- Data imputation procedures, if used, and editing procedures for each data set, and
- formulation of any calculated values, source codes for composite variables, and SAS code for producing analysis files and tables.

With the data files and programming code provided, FNS will be able to replicate the results presented in the Analysis Report, as well as conduct further analyses if desired.

The above documentation will be provided in two formats: PDF files and hard copy. All data sets will be in SAS format. No recipient or store names or address information will be included in the data sets or documentation.

# C.5.7 Report on Findings and FNS Briefing (Task 7)

This report shall incorporate the description of analysis procedures and analysis results completed under Subtask 5 and add the following components:

- An executive summary that provides a narrative overview of the study approach, analysis findings, graphic representation of key tables, and
- An introduction that describes the study context and research objectives.
- An overview of study methods that describes the information sources, creation of the study data files, including imputation, as well as the approach to calculating key variables like unspent issuance and cumulative benefit carryover.
- A detailed technical appendix that describes how the data were acquired, cleaned matched and merged to produce analysis files, along with a complete

description of problems encountered steps taken to resolve and outcomes (prepared under task 5)

The contractor shall provide an initial draft report in week 54, a revised draft report in week 58 and the final report in week 61 of the contract award

The contractor shall also conduct a briefing at FNS Headquarters in week 55 to discuss the findings of the study following submission of the draft report. The briefing shall be conducted in a manner that is appropriate for a non-technical or policy audience. The contractor shall provide draft PowerPoint slides for the briefing to FNS for review and make changes based on FNS feedback. The final package of slides shall be provided to FNS in electronic format.

# C.5.8 Reporting (Task 8)

The contractor shall provide ARRA reporting. See, Section I Contract Clauses, FAR 52.204.11.

The contractor shall prepare and submit monthly reports to FNS on the progress of the Contract. See, Section I Contract Clauses, AGAR 452.237-76 Progress Reporting.

The contractor shall also provide periodic informal status reports in a mutually agreed upon format and method through the COR for distribution to the Contracting Officer and shall provide requested information within 5 business days. Within 1 business day, contractor shall provide electronic notice to the COR of any adverse issues impacting performance or the deliverable(s) schedule.

During the performance of this contract, the Contractor shall adhere to the following reporting requirement:

Attend weekly check-in meetings to review project status with the CORs. Weekly
meetings will be via conference call and occasionally at the Government's site.

The Government shall provide access to all required space, supplies, and facilities as needed for meetings, briefings and other required on site activities with Government staff.

Electronic copies of document deliverables shall be delivered using Microsoft Office (e.g., MS Word, MS Excel, MS PowerPoint, MS Project, or MS Visio) or .pdf files. Electronic submissions shall be made via email, unless otherwise agreed by the Contracting Officer.

#### SECTION D PACKAGING AND MARKING

All packing and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.

All information submitted to the Contracting Officer or the COR shall include a cover sheet clearly marked with the name and address of the organization/contractor, Task Order, and/or modification number as appropriate, date, author(s) and the identification of the submission.

#### SECTION E INSPECTION AND ACCEPTANCE

The Government shall have up to ten (10) business days, unless specifically stated otherwise at the Task Order level or extended by notification, to review each deliverable product and provide oral and written comments. The Contractor shall review and incorporate comments or implement directed changes, after discussion or clarification from the Project Manager and submit a final version of the product no later than ten (10) business days thereafter.

NOTE All stated days for product delivery and government review, unless denoted otherwise, are stated in business days.

At the end of the seventh (7<sup>th</sup>) month of contract performance, a review of the contractor's compliance with the tasks enumerated under this SOW shall be initiated by the Office of Research and Analysis (ORA). The contractor shall provide all other necessary data requested by this SOW so that ORA can complete its review by the end of the ninth (9<sup>th</sup>) month of contract operation. All of the data shall be delivered to the COR.

#### SECTION F DELIVERIES OR PERFORMANCE

The following table reflects the planned Task Order Delivery schedule.

	Tasks	Week Number
1.1.	Submit draft meeting agenda to FNS	1
	Conduct orientation meeting at FNS	2
	Submit draft meeting summary to FNS for comments/review	3
1.4.	Submit final meeting summary incorporating FNS comments	4
2.1.	Submit draft revised study plan	8
2.2.	Submit final study plan	12
	Submit memorandum on status of acquired data	32
4.1.	Submit draft tables for analysis - household transactions - ALERT data/ STARS data	35
4.2.	Submit draft tables for analysis – with household transactions and Quality Control (QC) sample merged	43
4.3.	Submit final version of all analytical tables	48
5.1.	Submit draft memo on selected EBT redemption data analysis findings	33
5.2.	Submit final memo on selected EBT redemption data analysis findings	37
5.3.	Submit draft analysis report	48
5.4.	Submit revised analysis report	52
6.1.	Submit CD ROMs with Data and code book	48

7.1. Submit draft report (narrative summary, graphs and key tables)	54
7.2. Brief FNS on findings	55
7.3. Submit revised draft report	58
7.4. Submit final report	61
8.1. ARRA Reporting	<del></del>
8.2. Submit monthly progress reports (Quantity of 12 from August 09 – August 10)	15 <sup>th</sup> of the
	month

#### SECTION G CONTRACT ADMINISTRATION

# G.1 CONTRACTING OFFICERS REPRESENTATIVE (COR)

The Contracting Officer may designate, in writing, one or more Government employees by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a COR. Such designation(s) specifies the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract.

#### G.2 SUBMISSION OF INVOICES

The contractor shall submit invoices upon completion of each task outlined in the Task Order and after receipt and acceptance by the Government. Contractor shall submit an original invoice and two (2) copies to the following address:

USDA/FNS/Accounting Division 3101 Park Center Drive, RM 700 Alexandria VA 22302-1500

#### **G.3 INVOICE CONTENT**

At a minimum, the invoice shall contain:

- a. Contract Task Number
- b. Task Description
- c. Task Amount, and,
- d. Include taxpayer identification number.

### SECTION H SPECIAL CONTRACT REQUIREMENTS

# H.1 AVAILABILITY OF GOVERNMENT DATA AND PROJECTED TIMEFRAMES

Fiscal year 2009 ALERT (Anti-fraud Locator for EBT Redemption Transaction systems)/EBT and STARS (Store Tracking and Redemption Subsystem) data will be available in Fall 2009. The FY 2009 SNAP QC data with the household characteristics, however, will not be available until the middle of February 2010. Offerors should address their preparation for merging the ALERT and SNAP QC data in order to meet the deliverable schedule. For example, offerors may consider use of preliminary SNAP

QC data provided by FNS to test the process of creating merged files and to validate imputed issuance dates.

The household file maintained by the EBT processor provides a longitudinal record of account balances and each transaction initiated by SNAP households. While balance changes will incorporate benefit issuance postings, they are not explicitly identified as such. Issuance patterns vary by State. In order to understand how quickly benefits are used each month, the contractor will need to identify days since issuance and may have to contact States to get this information.

FNS would like to obtain the findings for the EBT transaction related study questions at the National level by April 15, 2010 at the latest. Offerors are encouraged to address the possibility of providing these findings to FNS by mid February if possible. Since, state issuance patterns are needed for the analysis of benefit exhaustion and carry over, the offerors should address the steps and schedule for obtaining and incorporating issuance data prior to conducting the EBT transaction analyses.

Offerors should plan to include September 2008 ALERT/EBT transaction data in the merge of ALERT/EBT data and the SNAP QC data in order to determine any benefit carryover from September 2008 to October 2008. October 2008 is the first month of the six month pre-ARRA study period (October 2008-March 2009).

#### SECTION I CONTRACT CLAUSES

Please note, where alternates are required, the full text of the basic clause may be accessed at www.arnet.gov.

452.237-76 Progress Reporting.

#### PROGRESS REPORTING (FEB 1988)

The Contractor shall submit a progress report by the 15<sup>th</sup> of each month, covering work accomplished during that period of the contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

- (a) A cover page containing:
  - (1) Contract number and title:
  - (2) Type of report, sequence number of report, and period of performance being reported;
  - (3) Contractor's name and address;
  - (4) Author(s); and
  - (5) Date of report.
- (b) SECTION I An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.

- (c) SECTION II A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.
- (d) SECTION III A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.
- (e) SECTION IV A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and—if behind planned progress—what corrective steps are planned.
- (f) SECTION V If applicable, financial information shall be submitted for each major task or line item cost.

#### Data shall include:

- (1) The total estimated cost budgeted (fee excluded).
- (2) The estimated cost expended during the current reporting period.
- (3) Identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable.
- (4) Total project to-date expenditures.
- (5) Total remaining funds.

(End of Clause)

452.237-75 Restrictions Against Disclosure.

#### RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

#### (End of Clause)

452.237-74 Key Personnel.

# **KEY PERSONNEL (FEB 1988)**

(a) The Contractor shall assign to	this contract the following key personnel:

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

#### **INTELLECTUAL PROPERTY RIGHTS**

- 1. The United States of America, as represented by the Secretary of Agriculture, shall own all intellectual property rights in any property made or created under this contract, whether or not chosen by the Food and Nutrition Service (FNS).
  - A. The expression "intellectual property rights" includes, but is not limited to copyrights and trademarks.
  - B. Upon request, the contractor formally shall assign such rights, in writing, to the United States of America as represented by the Secretary of Agriculture.
  - C. If the Contractor subcontracts for making or creating property that may be protected by intellectual property rights, the subcontractor shall be

required to assign all such intellectual property rights to the United States of America as represented by the Secretary of Agriculture.

(End of clause)

52.227-14 Rights in Data—General.

RIGHTS IN DATA—GENERAL (DEC 2007)

(a) Definitions. As used in this clause—

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

- (1) Means
- (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
  - (2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial. administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software. "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

- (b) Allocation of rights.
- (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—
  - (i) Data first produced in the performance of this contract;
  - (ii) Form, fit, and function data delivered under this contract:
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
  - (2) The Contractor shall have the right to—
- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

# (c) Copyright-

- (1) Data first produced in the **performance** of this contract.
- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
- (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of <u>17 U.S.C. 401 or 402</u>, and an acknowledgment of Government sponsorship (including contract number).
- (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—
  - (i) Identifies the data; and
- (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

- (d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—
- (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
  - (2) As expressly set forth in this contract; or
- (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.
- (e) Unauthorized marking of data.
- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.
- (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
- (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming

final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

- (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

  (f) Omitted or incorrect markings.
- (1) Data delivered to the **Gove**rnment without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
- (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—
  - (i) Identifies the data to which the omitted notice is to be applied;
  - (ii) Demonstrates that the omission of the notice was inadvertent;
  - (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
  - (3) If data has been marked with an incorrect notice, the Contracting Officer may—
- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
  - (ii) Correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.
- (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
  - (i) Identify the data being withheld; and
  - (ii) Furnish form, fit, and function data instead.
- (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
  - (3) [Reserved]

- (h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
- (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

# (End of clause)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

# (End of clause)

52.204-11 American Recovery and Reinvestment Act—Reporting Requirements.

AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (MAR 2009)

(a) Definitions. As used in this clause-

"Contract", as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

"First-tier subcontract" means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

"Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two

full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"Jobs retained" means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"Total compensation" means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from contractors for **all** Work funded, in whole or in part, by the Recovery Act, and for which an invoice is **subm**itted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports **sha**ll be submitted no later than the 10th day after the end of each calendar quarter.
- (d) The Contractor shall report the following information, using the online reporting tool available at <a href="https://www.FederalReporting.gov">www.FederalReporting.gov</a>.
  - (1) The Government contract and order number, as applicable.
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

- (3) A list of all significant **ser**vices performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
  - (4) Program or project title, if **any**.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the **contractor**'s progress towards the completion of the overall purpose and expected out**com**es or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—
- (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR <u>2.101</u>). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
- (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
  - (i) In the Contractor's preceding fiscal year, the Contractor received—
- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued **at** less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) The applicable North American Industry Classification System (NAICS) code.
  - (vi) Funding agency.
- (vii) A description of the **products** or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zlp code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
  - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
- (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

# (End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

- Alternate II (May 2009). As prescribed in  $\underline{12.301}$ (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:
  - (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—
  - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
    - (ii) Interview any officer or employee regarding such transactions.
  - (e)(1) Notwithstanding the **requ**irements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial Items, other than—
  - (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
  - (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
  - (A) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251 note</u>)).
  - (B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (May 2009) (Section 1553 of Pub. L. 111-5).
  - (C) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2) and (3)</u>), in **all** subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
    - (D) <u>52.222-26</u>, Equal **Opportunity** (Mar 2007) (E.O. 11246).
  - (E) <u>52.222-35</u>, Equal **Opp**ortunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other **Eligible** Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).
  - (F) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (G) <u>52.222-39</u>, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (**E**.O. 13201).
  - (H) <u>52.222-41</u>, Service Contract Act of 1965 (Nov 2007) (<u>41 U.S.C. 351</u>, et seq.).

- (I) <u>52.222-50</u>, Comb**ating** Trafficking in Persons (Feb 2009) (<u>22 U.S.C.</u> <u>7104(g)</u>).
- (J) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, **Ca**libration, or Repair of Certain Equipment—Requirements (Nov 2007) (<u>41 U.S.C. 351</u>, et seq.).
- (K) <u>52.222-53</u>, Exem**ption** from Application of the Service Contract Act to Contracts for Certain Services—**Re**quirements (Feb 2009) (<u>41 U.S.C. 351</u>, *et seq.*).
  - (L) <u>52.222-54</u>, Employment Eligibility Verification (Jan 2009).
- (M) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (N) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.

# (End of Clause)

52.215-2 Audit and Records—Negotiation.

Alternate I (Mar 2009). As prescribed in 15.209(b)(2), substitute the following paragraphs (d)(1) and (g) for paragraphs (d)(1) and (g) of the basic clause:

- (d) Comptroller General or Inspector General. (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—
- (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
  - (ii) Interview any officer or employee regarding such transactions.
- (g)(1) Except as provided in **paragraph** (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this **co**ntract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime **contract**.
- (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

# (End of Clause)

#### SECTION J LIST OF ATTACHMENTS

The document below is attached to this section and made a part hereof:

#### **Attachment**

# (1) Past Performance Questionnaire

# SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

To be eligible for award of a contract resulting from this solicitation, contractors must be registered in the Federal Government's Central Contractor Registration" (CCR) and the Federal Government "Online Representations and Certifications Application" (ORCA). Registrations must be current and up to date.

### SECTION L INSTRUCTIONS, CONDS, AND NOTICES TO OFFERORS

#### L.1 CONTENT AND FORMAT OF SUBMISSION

Submit an original complete response including Volume I Technical and Volume II pricing in one (1) 3-inch, three-ring binder. In addition, submit six (6) loose-leaf copies of the original complete response.

Submit one formatted CD containing a complete original response. All files shall be compatible with Microsoft office product(s). PDF format is also acceptable.

Complete and submit clause 452.237-74 Key Personnel.

An original response to this solicitation must consist of two (2) Volumes.

- Volume I shall contain the Technical and must not contain any pricing information.
- Volume II shall contain Pricing.

The Technical shall be evaluated in accordance with those factors set forth in Section M.

Electronically submitted (email) or faxed submissions will not be accepted.

Clarity and completeness is paramount. Responses should not merely restate the requirements without describing the approach, experience, examples, etc.

Responses must be legible, double spaced in a type size not smaller than 11 point pitch with a one-inch margin on all sides, on paper not larger than eight and a half by eleven inches and not exceeding the page limits established in this solicitation.

#### L.2 PAGE RESTRICTIONS

The body of the Technical comprising Volume I shall not exceed twenty five (25) pages, excluding resumes and Past Performance Questionnaires. All pricing information shall be included in the Price submission only (Volume II).

#### L.3 ADDRESS FOR GOVERNMENT RECEIPT OF SUBMISSIONS

Submit responses no later than 2PM Eastern Standard Time, July 20, 2009 to:

USDA ATTN: David **Mug**an 3101 Park **Center** Drive, RM 228 Alexandria VA 22302-1500

# L.4 PAST PERFORMANCE (VOLUME I)

Send Attachment 1 Past Performance Questionnaire to three (3) other organizations for which your firm has performed work of the same type, scope and complexity as contemplated by this solicitation. The organizations must return the completed forms by the RFP closing date to: David Mugan, david.mugan@fns.usda.gov or to USDA, 3101 Park Center Drive, RM 228, Alexandria VA 22302, Attn David Mugan.

# L.5 TECHNICAL PROPOSAL (VOLUME I)

- <u>Technical Approach</u>: Submit a clear and detailed plan outlining the methodology for collecting, analyzing and reporting data to inform SNAP redemption patterns for specified periods of time; provide a plan for obtaining the required data and creating the data files needed for the analysis; provide a description of how to accomplish each of the subtasks 1.1 thru 8.2; and describe any anticipated challenges and how your firm intends on addressing or resolving them.
- <u>Capabilities of Proposed Staff</u>: Submit resumes of key personnel and a narrative describing the group's experience in critical areas including data matching, data merging and analysis of large extant data sets. (Resumes are excluded from the 25 Technical page limit)
- Management Plan: Submit a Quality Control Plan describing your firm's general procedures used to ensure quality, quantity, timeliness, responsiveness, customer satisfaction and other product/service control standards. Describe how your firm delegates staff assignments, schedules tasks, and maintains time lines to ensure high quality work. In addition describe your firm's plan to assure that the ARRA reporting requirements will be met including subcontracting reporting responsibilities.
- Organizational Capability: Submit a description of your firm's experience completing projects of similar scope and complexity as contemplated by this solicitation.

# L.6 PRICE PROPOSAL (VOLUME !!)

- Submit a copy of your firm's current GSA schedule price list under SIN 874-1.
- Submit pricing according to the instructions in section B.1.

Note, the table format is not limited, add additional rows as appropriate.

#### L.7 QUESTIONS PERTAINING TO SOLICITATION

#### 452.204-70 Inquiries.

# **INQUIRIES (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

# (End of provision)

Please send all questions via emall. Questions will not be taken or answered over the phone or by fax. Please include the RFP Number in the subject line. Once questions are compiled they will be answered with an amendment to the solicitation.

Send inquiries to: David Mugan, <a href="mailto:david.mugan@fns.usda.gov">david.mugan@fns.usda.gov</a>

All written questions must be received no later than 4PM Eastern Standard Time, July 8, 2009. Questions submitted after 4PM Eastern Standard Time, July 8, 2009 may not be answered.

# L.8 GOVERNMENT SHALL NOT PAY COST INCURRED IN SUBMISSION OF PROPOSAL

This solicitation does not commit the Government to pay any cost incurred in the submission of the proposal or in making necessary studies of designs for the preparation thereof, nor to contract for services or supplies.

#### SECTION M BASIS OF AWARD

#### M.1 EVALUATION

To determine the awardee, the **Government** will evaluate the Technical factors stated in M2 and price.

All factors other than cost or price when combined are significantly more important than price.

#### M.2 TECHNICAL EVALUATION FACTORS FOR AWARD

#### RFP FNS-09-190

The Government shall evaluate **sub**missions based on the following technical factors. The areas listed below are listed in descending order of importance as reflected by their weights:

# (1) TECHNICAL

SUBFACTOR	APPROXIMATE
	WEIGHT
	(Points)
Technical Approach	50
Capabilities of Proposed Staff	20
Management Plan	15
Organizational Capability	10
Past Performance	5
Total Points	100

# M.3 PRICE EVALUATION FACTORS FOR AWARD

GSA schedule pricing has already been determined fair and reasonable. However, the Government is seeking additional discounts off GSA schedule labor rates. The maximum total points for pricing equals 65.

[END OF SOLICITATION]

#### **ATTACHMENT 1**

# PERFORMANCE QUESTIONNAIRE Your assistance is requested in support of a source selection.

Please complete this questionnaire and e-mall to: david.mugan@fns.usda.gov

David Mugan Contract Specialist USDA/FNS/ASD/CMB 3101 Park Center Drive Room 228 Alexandria, VA 22302-1500 Telephone: 703-305-2250 Required Response Date:

July 20, 2009

When complete, the information on this form is **\$**OURCE SELECTION SENSITIVE INFORMATION (41 U.S.C. 423) and shall be protected accordingly.

TO BE COMPLETED BY OFFEROR	
1. CONTRACTOR NAME & ADDRESS:	2. CONTRACT NO.:
	3. CONTRACT INITIATION DATE:
	4. COMPLETION DATE:
	5. CONTRACT VALUE (with options): \$
	6. TYPE OF CONTRACT:

7. DESCRIPTION OF CONTRACT REQUIREMENTS:

Please add a continuation page if additional space necessary.

TO BE COMPLETED BY <b>EVAL</b> UATING ORGANIZATION REPRESENTATIVE									
8. EVALUATION:	a. EVALUATOR'S	NAME, POSITION	N (Project M	anager/ CO	R/ Other) AN	D ORGANIZ	ATION:		
	PHONE NUMBER A					MONTHS I	PERFORMANCE		
Please circle the re	esponse code for ea	ch topic (A - G) th	nat best refle	cts vour ex	erience with	this contract	tor.		
	<b>VG</b> = Very Good						= Not Observed		
	lucts and Services workmanship (e.g.,								
		EX	VG	S	MG	US	N/O		
Comments:									
B. <b>Performance</b> – for the project.	Assess the contrac	tor's performance	as the Gene	eral Contrac	or or Archite	ct/Engineer (	(as appropriate)		
		EX	VG	s	MG	US	N/O		
Comments:									
C. <b>Schedule</b> – Ass	sess the timeliness o	of contract <b>or de</b> live	erables and	performance	e against the	schedule of	activities.		
		EX	VG	S	MG	US	N/O		
Comments:									
D. <b>Technical Req</b>	<b>uirements</b> – Assess	s the contr <b>acto</b> r's a	ability to fulfil	I the technic	al requireme	nts of the co	ntract.		
		EX	VG	s	MG	us	N/O		
Comments:									
E. Cost Control -	- Assess the contrac	tor's abilit <b>y to m</b> ar	nage the con	tract budge	t and control	costs.			
		EX	VG	s	MG	us	N/O		
Comments:									

# RFP FNS-09-190

active problem solving and cooperation.	ntractor s res	ponsiveness	s to custome	er concerns, is	ssue resoluti	on, and pro
	EX	VG	s	MG	US	N/O
Comments:						
G. Overall Assessment.						
	EX	VG	\$	MG	US	N/O
Comments:						

Thank you for your prompt response and assistance!